

**FEDERAL EMERGENCY MANAGEMENT AGENCY
COOPERATING TECHNICAL PARTNERS
PARTNERSHIP AGREEMENT**

AGREEMENT is made on *Oct 17*, 2002, by these parties: City of Frederick, Maryland and the Federal Emergency Management Agency (FEMA).

BECAUSE the National Flood Insurance Program (NFIP) established by the National Flood Insurance Act of 1968 has several purposes, the most significant being:

- To better indemnify individuals from losses through the availability of flood insurance;
- To reduce future flood damages through community floodplain management regulations; and
- To reduce costs for disaster assistance and flood control;

BECAUSE a critical component of the NFIP is the identification and mapping of the nation's floodplains to create a broad-based awareness of flood hazards and to provide the data necessary for community floodplain management programs and to actuarially rate flood insurance;

BECAUSE FEMA administers the NFIP and is authorized by §1360 of the National Flood Insurance Act of 1968, as amended (42 U.S.C. 4101), to establish and update flood-risk zone data in floodplain areas;

BECAUSE, in the identification of floodprone areas, FEMA is authorized to consult with, receive information from, and enter into agreements or other arrangements with the head of any State, regional, or local agency;

BECAUSE FEMA encourages strong Federal, State, regional, and local partnerships for the purposes of reducing flood losses and disaster assistance; FEMA and its State, regional, and local partners have determined that it is advantageous to encourage and formalize greater cooperation in the flood hazard identification and mapping processes; and many communities and the agencies that serve them have developed considerable technical capabilities and resources that provide the opportunity to improve and expand the collection, development, and evaluation of flood hazard data; and

BECAUSE City of Frederick, Maryland participates in the NFIP and has been deemed by FEMA to be in good standing in the NFIP; and

BECAUSE City of Frederick, Maryland has expressed a desire to perform certain functions in the flood hazard identification process and has provided evidence that it has sufficient technical capability and will dedicate those available resources which it determines to be in the best interest of the City.

NOW THEREFORE, it is mutually agreed that the parties enter into this Agreement to work together to create and maintain accurate, up-to-date flood hazard data for City of Frederick, Maryland subject to the terms and conditions recited below.

1. CONSULTATIONS

The parties shall collaborate on flood hazard identification activities and shall consult with each other to fully integrate each other's contributions into flood hazard identification efforts. Questions regarding the execution of this Agreement will be resolved by an implementation committee consisting of a FEMA representative and a City of Frederick, Maryland representative.

In states where statutory and/or regulatory requirements require State review and/or approval of new flood hazard data, a State representative also will serve on the implementation committee as appropriate. If the implementation committee is unable to resolve technical issues, the issues may be resolved through alternative dispute resolution procedures.

2. EVALUATION AND REPORTING

The parties shall, on an annual basis, review the partnership created by this Agreement to determine and document the activities undertaken to maintain accurate flood hazard data and to revise the Agreement as necessary.

3. RESOURCE COMMITMENT

FEMA agrees to commit the appropriate and available human, technical, and financial resources sufficient to coordinate effectively with all entities impacted by flood hazard identification efforts to implement this Agreement. The City will commit those resources that it determines to be in the best interest of the City.

4. STANDARDS

Unless otherwise agreed to by the parties, all flood hazard identification activities will be accomplished in accordance with the standards documented in *Guidelines and Specifications for Flood Hazard Mapping Partners*, dated February 2002, and all subsequent revisions.

5. SPECIFIC INITIATIVES OR PROJECTS

Specific initiatives or projects to be performed are documented in the Mapping Activity Statement(s) attached to this Agreement or to be created as a result of this agreement. The parties will be obligated to perform as described or to be described in the Mapping Activity Statement(s).

6. TERM

The respective duties, responsibilities, and commitments of the parties in this Agreement shall begin on the date this Agreement is signed by the parties and may be periodically renewed, revised only by mutual agreement of all the parties. Either party, however, may terminate the Agreement. The parties agree that a 60-day notice shall be given prior to the termination of this Agreement.

James P. Murphy
Partner Authorized Representative

Acting Region III Director,
Federal Insurance and Mitigation Division
Title

FEMA Authorized Representative (Printed)